APPENDIX

GEORGE F. BARRETT
ATTORNEY GENERAL
STATE OF ILLINOIS

Springfield
April 27, 1942

Honorable Ivan J. Hutchens, State's Attorney, Macon County,
Decatur, Illinois

Dear Sir:

I have your letter of April 14, 1942, wherein you state, in part, as follows:

"We have an inquiry from the School Directors of one of our School Districts as to whether or not the School Board may properly provide in a contract hiring teachers for next year that by mutual consent of the teachers and the School Board, the services of such teachers are to be for a term of one year only, and at the end of the year the contract hiring the teacher shall terminate. * * *"

I assume that the contract suggested has to do with teachers who will have completed their two year probationary period and who come under the provisions of the Teachers' Tenure Law. The Teachers' Tenure Law is found in Illinois Revised Statutes 1941, chapter 122, paragraph 136c, and provides, in part, as follows:

"* * * Whenever any teacher shall have been employed in any district as a full time teacher for a probationary period of two consecutive years, one of which shall be subsequent to the date that this Act shall take effect, such teacher shall enter upon contractual continued service unless given written notice of dismissal, stating the specific reason therefor, by registered mail by the employing board at least sixty days before the end of such probationary period; * * *

"Such contractual continued service shall continue in effect the terms and provisions of the contract with the teacher during the last year of such probationary period, subject to the provisions of this Act and the lawful regulations of the employing board, and nothing herein contained shall be construed as modifying any existing power of the board except with respect to the procedure on the discharge of a teacher and reductions in salary as hereinafter provided. * * *"

You will note from the above statutory provisions that the contract of a teacher during the second probationary year is continued in force and no further contract is required under the Act.

A very good statement, by our Supreme Court, on statutory construction is found in the recent case of *Scott* v. *Freeport Motor Casualty Co.*, 379 Ill. 155, where, on pages 161 and 162, the Court said:

"* * * The primary object in construing a statute, is to ascertain the legislative intent expressed therein. (*People* v. *Illinois Merchants Trust Co.*, 328 Ill. 223; *American Aberdeen-Angus Breeders' Ass'n* v.

Fullerton, 325 id. 323; *Barnes* v. *City of Chicago*, 232 id. 203; *State* v. *Brush*, 318 id. 307.) In seeking the legislative intent, courts should consider the language used, the object to be attained, or the evil to be remedied, and this may involve more than the literal meaning of the words used. (*Peabody* v. *Russell*, 301 Ill. 439.) When the words used, followed literally, lead to an absurd consequence or to a construction clearly not contemplated, this constitutes a sufficient reason to depart from the language used for the purpose of ascertaining the intent. (*Mitchell* v. *Lowden*, 288 Ill. 327.) A thing which is within the intention of a statute is within the statute, although not within its letter, and a thing within the letter is not within the statute unless it is within the intention. (*Peabody* v. *Russell*, *supra*.) Statutes must be so construed as to be given a reasonable construction, if possible. (*Friend* v. *Borrenpohl*, 329 Ill. 528; *Galpin* v. *City of Chicago*, 249 id. 554.) A statute, if possible, must be construed so as to give effect to all its provisions. (*People* v. *Price*, 257 Ill. 587.) In whatever language a statute may be expressed, it must be given a practical and common sense construction. (*People* v. *New York, Chicago and St. Louis Railroad Co.*, 353 Ill. 518.) The intention of the lawmakers, in passing a statute, is to be found and given effect if not in violation of the constitution. (*Illinois Bell Telephone Co.* v. *Ames*, 364 Ill. 362.) It is a well known rule of statutory construction, that a statute must be interpreted according to the legislative intention, and not always according to the literal meaning of the language used. *People* v. *Lieber*, 357 Ill. 423. * * *"

From a reading and study of the Teachers' Tenure Act [Laws Illinois, 1941, p. . . ; Ill. Rev. Stat. Chap. 122, Sec. 136c] it is clear that the intention of the Legislature was to provide qualified, industrious and conscientious school teachers, who have served the probationary statutory period of two years, with security of position, in which they have already demonstrated their ability to fill in an efficient and satisfactory manner. Having attained this security of position, it would be an absurd construction to hold that a school board could take from the teachers this right by requiring another contract which would be good for only one year.

The Act does provide a method for removing an unfit teacher however. It does eliminate the possibility of a good teacher losing his or her position for personal, trivial, inconsequential, whimsical or political reasons.

I am, therefore, of the opinion that after a teacher completes the two year probationary period and comes under the provisions of said Act no further contract is required of the teacher, and that a contract for one year, as suggested, would be invalid for the reasons herein stated.

Yours very truly,

GEORGE F. BARRETT
Attorney General.